



## Memorandum

Agenda Item No. 7(A)(1)(A)

**To:** Honorable Chairperson Barbara Carey-Shuler, Ed. D. and Members  
Board of County Commissioners

**Date:** October 7, 2003

**From:** George M. Burgess  
County Manager

**Subject:** Ratification of County Manager's approval of Change Order No. 2 (Final) Northside Utilities and Drainage Package IV-A  
Project No.: Z194J

The attached Change Order No. Two (Final) to the contract between Marks Brothers, Inc. and Miami-Dade County has been prepared and is recommended by Dade Aviation Consultants (DAC) with the concurrence of the Miami-Dade Aviation Department (MDAD), approved by the County Manager and is recommended for ratification by the Board pursuant to the provisions of Expedite Ordinance No. 95-64. This is the final "closeout" change order settling all claims. In accordance with the contract, this change order may be executed prior to or after the expiration of the contract time.

### **RECOMMENDATION**

It is recommended that this change order be approved to settle Claim Number 2 and extend the contract time by 49 days, 21 of which are excusable, non-compensable days, and 28 are excusable, compensable days, decrease the total maximum contract amount by (\$1,408,076.18) and close out the contract. This recommendation is based on a consensus of the Claims Review Team (DAC, A/E, HNTB, the CIS, and the contractor) that met on May 25, 2002.

1. Extends the contract time by 21 excusable, non-compensable calendar days due to delays caused by weather and airfield security requirements.
2. Extends the contract time and pays \$28,000 in liquidated indirect costs for 28 excusable, compensable calendar days due to delays caused by several existing utilities that were at lower elevations than indicated in the contract drawings, and existing fuel lines that the contract drawings showed as abandoned.
3. Revises the contract bid quantities to adjust for actual quantities installed and revision to the scope of the project due to conflicts with the New Northside Runway project.
4. Pays \$65.25 for additional filter fabric covering ballast rock for storm water pipe. The filter fabric was authorized by Work Order No. 1-1 and is being adjusted to match the final length of the pipe.
5. Credits the contract for:
  - Failed or cancelled Testing Lab Costs (\$2,736.25)

- The unused portion of General Allowance Account Work Orders (\$39,696.08)
- The unused portion of the General Allowance Account (\$429,114.08)
- Close out of the Audit Accounts (\$116,500.00)

## **JUSTIFICATION**

### **Item No. 1: Unforeseen or Unforeseeable Change**

In accordance with Article 7.5.07 of the Contract Documents, unusually frequent or severe weather may be grounds for non-compensable, excusable delay. The contractor documented several occurrences of unusually severe rainstorms, including tropical storms. At a meeting of the Project Team, including DAC, A/E, HNTB, the CIS, and the contractor on May 25, 2002, an agreement was reached that the contractor was entitled to a total of 20-calendar days delay due to weather. In addition, the contractor requested one calendar day delay due to the security shut down of airside construction following the September 11, 2001 attack. The Project Team agreed there was entitlement for this day.

### **Item No. 2: Unforeseen or Unforeseeable Change**

During the course of construction, several existing utilities were found to be at lower elevations than indicated on the contract drawings. This required the utilities to be relocated in order to install the new drainage system. In addition, several existing fuel lines that were indicated in the contract drawings as abandoned were found to contain small amounts of fuel. Construction was delayed while these lines were properly closed and removed and the required environmental remediation was performed. All direct costs were paid via Allowance Account Work Orders. Subsequently, the contractor requested 13 calendar days contract time extension. At the May 25, 2002, Project Team review meeting, the Project Team reached consensus that the contractor was entitled to an excusable compensable delay of seven (7) days for these impacts. This item grants the time and the associated liquidated Indirect costs of \$1,000.00 per day.

### **Item No. 3: County Requested Change**

The construction documents required the new utility corridor to be installed under an existing BellSouth communication duct bank. Because this duct bank was critical to the operations of the airport, and the duct was very old and fragile, it was planned for BellSouth to excavate, uncover, raise and support the cables so that the contractor could work underneath the lines. BellSouth would then lower the cables following the utility installation. However, this communication duct was to later be removed by the New North Runway project following the completion of a new communication duct and cables. Due to delays with the coordination of the BellSouth work, and concerns that the old cables could not be safely elevated, it was determined to proceed with the new communication duct first. The old cables could then be abandoned or removed without operational impact. In order to not delay the drainage system installation, a work order was issued to the contractor to omit the area around the existing

communication duct until the lines were abandoned, then return and install the remaining drainage pipe and a manhole to connect the line. The work order paid all direct costs for this change. Subsequently, the contractor submitted a claim requesting 66 additional days in the contract time. The Project Team reviewed the claim and reached consensus that the contractor was entitled to 21 compensable days for this change to the work. This item grants the time and the associated liquidated indirect costs of \$1,000.00 per day.

**Item No. 4: Unforeseen or Unforeseeable Change**

**Description:** Due to the bankruptcy of the original Engineer of Record, the project was delayed approximately eight (8) months. One result of the delay was that the work in areas that would later be needed by the runway project became concurrent with the Runway project's needs, i.e., both projects would have work scheduled to go on in the same location. In order to mitigate the impacts of the utility delay on the runway project, the utility project work scope is being revised. As this is a unit price contract, this item adjusts the final unit quantities to reflect the change in scope.

**Item No. 5: Unforeseen or Unforeseeable Change**

At the start of construction of the storm drainage system, it was discovered that changes in the water table elevation could result in soil particles being washed into the ballast rock at the 96" reinforced concrete pipe. To prevent this from causing settlement problems, Work Order 1-1 was issued to install filter fabric over the ballast rock for the original estimated length of the 96" pipe. This item increases the filter fabric quantity by 29 linear feet to match the final quantity of the 96" pipe, which is a part of Item 4 above, at \$2.25 per linear feet.

**Item No. 6: County Requested Change**

In accordance with the Contract Documents, the Owner is responsible for payment of a quality assurance testing laboratory. This item reimburses the Owner for expenses paid to the Laboratory resulting from failed tests or lost time due to delayed tests or requests for tests that were cancelled without sufficient time to redirect the Lab. The total credit is \$2,736.25.

**Item No. 7: Unforeseen or Unforeseeable Change**

Several work orders were issued to compensate the contractor for adjustments to original bid items or for force account work required during the construction period. The funding of the work orders exceeded the final cost of the work performed by the contractor by \$39,696.08. These remaining funds are being returned to the Owner.

**Item No. 8: County Requested Change**

Four Hundred Twenty-Nine Thousand One Hundred Fourteen Dollars and Eight cents (429,114.08) of the General Allowance Account was not used. These remaining funds are being returned to the Owner.

**Item No. 9:** County Requested Change

Close-out Audit Accounts.

**CHANGE ORDER NO.:** Two (Final)

**PROJECT:** Northside Utilities and Drainage, Package IV-A

**PROJECT NO.:** Z194J

**PROJECT LOCATION:** Miami International Airport

**PROJECT DESCRIPTION:** Construction of a utility corridor, approximately 4,300 feet long, consisting of a 16" water main, 12" sanitary force main, 12W4 communication duct bank and 9W5 electrical duct bank, water and communication by-passes and 4,840 feet of 96-inch diameter storm drain culvert with stub-outs.

**PRIME CONTRACTOR:** Marks Brothers, Inc.

**COMPANY PRINCIPAL(S):** Martin D. Marks, President

**CERTIFIED AS CSBE AT  
TIME OF AWARD:** No

**COMPANY QUALIFIER(S):** Martin D. Marks, E-1306

**LOCATION OF COMPANY:** Medley, Florida

**YEARS IN BUSINESS:** Fifty-Four (54)

**CSBE MEASURE AT AWARD:** 20%

**CURRENT CSBE STATUS:** 22.2%

**PREVIOUS CONTRACTS  
WITH COUNTY IN THE  
PAST FIVE YEARS:** Eleven (11) Contracts totaling \$72,081,917.00

**ORIGINAL COST ESTIMATE:** \$10,381,451.40

**ORIGINAL CONTRACT AMOUNT:** \$8,235,013.20

**CONTINGENCY FUND USAGE:** Original Account Amount: \$932,000.00  
Account Increases: 0.00  
Current Balance Remaining: \$429,114.08

**PREVIOUS CHANGE ORDERS:** No. 1 - \$330,000.00 and 0 Days

**CHANGE ORDER RECOMMENDATION:** Extend the Contract Time 49 days of which 28 are Compensable and decrease the Contract Amount \$1,408,076.18.

**CLASSIFICATION FOR CHANGE ORDER:**

- ☐ Regulatory Change
- ☐ Other Agency Request Change
- ☐ Design Errors Change
- ☐ Design Omission Change
- ☒ County Requested Change
- ☒ Unforeseen/Unforeseeable Change
- ☐ Other

**ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:** \$7,156,937.02

**PERCENT OF INCREASE OR DECREASE OF THIS CHANGE ORDER FROM ORIGINAL CONTRACT AMOUNT:** (17.1%)

**PERCENTAGE OF INCREASE OR DECREASE OF THIS CHANGE ORDER FROM PREVIOUSLY ADJUSTED CONTRACT AMOUNT:** (16.4%)

**TOTAL PERCENTAGE INCREASE FROM ORIGINAL CONTRACT AMOUNT:** (13.1%)

**ORIGINAL CONTRACT COMPLETION DATE:** June 19, 2002

**TIME EXTENSION ON PREVIOUS CHANGE ORDERS:** None

5

**ACTUAL COMPLETION DATE:** August 7, 2002

**USING AGENCY:** Miami-Dade Aviation Department

**FUNDING SOURCE:** Airport Revenue Bonds

**DBD REVIEW:** Yes

**ALLOWANCES/CONTINGENCY  
ORDINANCE NO. 00-65:** 13%, \$932,000 (Expansion of Existing Facilities)  
Contract was awarded prior to Ordinance No. 00-65.

**APPROVED AS TO LEGAL  
SUFFICIENCY:** Yes



---

Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** October 7, 2003

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 7(A)(1)(A)

Please note any items checked.

- \_\_\_\_\_ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- \_\_\_\_\_ 6 weeks required between first reading and public hearing
- \_\_\_\_\_ 4 weeks notification to municipal officials required prior to public hearing
- \_\_\_\_\_ Decreases revenues or increases expenditures without balancing budget
- \_\_\_\_\_ Budget required
- \_\_\_\_\_ Statement of fiscal impact required
- \_\_\_\_\_ Bid waiver requiring County Manager's written recommendation
- \_\_\_\_\_ Ordinance creating a new board requires detailed County Manager's report for public hearing
- \_\_\_\_\_ Housekeeping item (no policy decision required)
- \_\_\_\_\_ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 7(A)(1)(A)  
10-7-03

**RESOLUTION NO.** \_\_\_\_\_

**RESOLUTION RATIFYING ACTIONS OF COUNTY  
MANAGER, PURSUANT TO PROVISIONS OF ORDINANCE  
NO. 95-64, IN EXECUTING CHANGE ORDER NO. 2  
(FINAL) TO PROJECT NO. Z194J, NORTHSIDE  
UTILITIES AND DRAINAGE PACKAGE IV-A AT MIAMI  
INTERNATIONAL AIRPORT, WITH MARKS BROTHERS,  
INC.**

**WHEREAS,** this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that pursuant to Ordinance 95-64, this Board approves, ratifies and confirms the action of the County Manager in executing Change Order No. 2 (Final) to Project No. Z194J for Northside Utilities and Drainage Package IV-A at Miami International Airport, with Marks Brothers, Inc., which change order, among other matters extends the contract completion by 49 days to August 7, 2002 with a net decrease in the contract amount of \$1,408,076.18, all as more particularly set forth in the accompanying memorandum from the County Manager.



and upon being put to a vote, the vote was as follows:

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of October, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Deborah Bovarnick Mastin

DBM

7-10-03

**MIAMI - DADE COUNTY  
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO. 2 - Final

PROJECT NO. Z194J

DATE: 5/05/03

PROJECT NAME: MIA Northside Utilities and Drainage Package IV-A (Airside)

TO CONTRACTOR: Marks Brothers, Inc.

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE CURRENT CONTRACT, AND TO PERFORM THE WORK SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

ITEM NO.	DESCRIPTION	AMOUNT
1	Extend the Contract Time by 21 non-compensable calendar days due to delays caused by weather or airfield security requirements.	\$ 0.00
	Justification: Unforeseen or Unforeseeable Change	
2	Extend the Contract Time by seven (7) compensable calendar days at \$1,000.00 per day due to delays caused by unforeseen underground interferences including abandoned fuel lines, environmental remediation of groundwater and existing utilities not per as-built locations.	\$7,000.00
	Justification: Unforeseen or Unforeseeable Change	

Continued on next page,

**SUMMARY OF CONTRACT AMOUNT**

	ORIGINAL CONTRACT AMOUNT.....	\$ 8,235,013.20
REASON FOR CHANGE:	COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED.....	\$ 330,000.00
Regulatory Change	ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER..	\$ 8,565,013.20
Other Agency Requested Change	COST OF CONSTRUCTION CHANGES THIS ORDER.....	(\$1,408,076.18)
Design Errors Change	ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER.	\$ 7,156,937.02
Design Omission Change	PER CENT INCREASE, THIS CHANGE ORDER.....	-17.01%
County Requested Change	TOTAL PER CENT INCREASE TO DATE .....	-13.01%
Unforeseen or Unforeseeable Change	EXTENSION OF TIME ALLOWED BY THIS CHANGE	49 CALENDAR DAYS TO 08/07/02

CERTIFYING STATEMENT: I hereby certify that the supporting cost data included is, in my considered opinion, accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under before competitive bidding.

\_\_\_\_\_  
SIGNATURE CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

DEPARTMENT	720979 - CPB	FUNDS BUDGETED CODE	CERTIFIED BY
ACCEPTED BY: <i>[Signature]</i>	CONTRACTOR	APPROVED: <i>[Signature]</i>	BUDGET DIRECTOR
RECOMMENDED: <i>[Signature]</i>	PROJECT MANAGER	By its BOARD OF COUNTY COMMISSIONERS	By: <i>[Signature]</i>
APPROVED: <i>[Signature]</i>	CHIEF ARCHITECT/CHIEF ENGINEER	ATTEST: <i>[Signature]</i>	County Manager
APPROVED: <i>[Signature]</i>	HNTB (CONSULTING ENGINEER), DEPT. BUSINESS DEVELOPMENT	By: <i>[Signature]</i>	Deputy Clerk
APPROVED: <i>[Signature]</i>	DEPARTMENTAL DIRECTOR		

cc: A/E Consultant, General Contractor, Surety, Project Manager, HNTB, DAC, Contracts Administration

**MIAMI - DADE COUNTY  
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO. 2 - Final      PROJECT NO. Z194J      DATE: 5/05/03  
PROJECT NAME: MIA Northside Utilities and Drainage Package IV-A (Airside)  
TO CONTRACTOR: Marks Brothers, Inc.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
3	Extend the Contract time by 21 compensable calendar days at \$1,000.00 per day due to delays associated with coordination of the work with BellSouth for the communication duct bypass.  <b>Justification: County Requested Change</b>	\$ 21,000.00
4	Revise the Contract Bid Quantity of Pay Item A, Item Numbers 1 through 54, to adjust for actual quantities installed (See Attachment A).  <b>Justification: Unforeseen or Unforeseeable Change</b>	(\$848,095.02)
5	Install 29 linear feet (L.F.) of filter fabric at the additional 96" RCP, for the agreed unit price of \$2.25/L.F.  <b>Justification: Unforeseen or Unforeseeable Change</b>	\$ 65.25
6	Credit the Contract amount for back charges against the Contractor related to Testing Lab Costs paid by the Owner for failed or cancelled tests (See Attachment B).  <b>Justification: County Requested Change.</b>	(\$2,736.25)
7	Credit the Contract amount for the unused portions of General Allowance Account Work Orders (Attachment C).  <b>Justification: Unforeseen or Unforeseeable Change</b>	(\$39,696.08)
8	Credit the Contract amount for the unused portion of the General Allowance Account.  <b>Justification: County Requested Change</b>	(\$429,114.08)
9	Credit the Contract amount for the close-out of the Audit Accounts  <b>Justification: County Requested Change</b>	(\$116,500.00)

**JUSTIFICATION**

**Item No. 1:** Extend the Contract Time by 21 non-compensable calendar days due to delays caused by weather or airfield security requirements.

**Justification:** Unforeseen or Unforeseeable Change

**Description:** In accordance with Article 7.5.07 of the Contract Documents, unusually frequent or severe weather may be grounds for non-compensable, excusable delay. The Contractor documented several occurrences of unusually severe rainstorms, including tropical storms. At a meeting of the Project Team, including DAC, A/E, HNTB, the CIS, and the Contractor on May 25, 2002, an agreement was reached to allow a total of 20 calendar days delay due to weather. In addition, the Contractor requested and agreement was made to allow one calendar day delay due to the security shut down of airside construction following the September 11, 2001 attack.

**MIAMI - DADE COUNTY  
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO. 2 - Final

PROJECT NO. Z194J

DATE: 5/05/03

PROJECT NAME: MIA Northside Utilities and Drainage Package IV-A (Airside)

TO CONTRACTOR: Marks Brothers, Inc.

---

**Item No. 2:** Extend the Contract Time by seven (7) compensable calendar days due to delays caused by unforeseen underground interferences including abandoned fuel lines, environmental remediation of groundwater and existing utilities not per as-built locations.

**Justification:** Unforeseen or Unforeseeable Change

**Description:** During the course of construction, several existing utilities were found to be at lower elevations than indicated on the contract drawings. This required the utilities to be relocated in order to install the new drainage system. In addition, several existing fuel lines that were indicated in the contract drawings as abandoned were found to contain small amounts of fuel. Construction was delayed while these lines were properly closed and removed and the required environmental remediation was performed. At the referenced claim review meeting, the project team agreed to an excusable compensable delay of seven (7) days for these impacts. All direct costs were paid via Allowance Account Work Orders. This item is for the Liquidated Indirect costs of \$1,000.00 per day.

**Item No. 3:** Extend the Contract time by 21 compensable calendar days due to delays associated with coordination of the work with BellSouth for the communication duct bypass.

**Justification:** County Requested Change

**Description:** The construction documents required the new utility corridor to be installed under an existing Bell South communication duct bank. Because this duct bank was critical to the operations of the airport, and the duct was very old and fragile, it was planned for Bell South to excavate, uncover, raise and support the cables so that the Contractor could work underneath the lines. Bell South would then lower the cables following the utility installation. This communication duct was to be removed in support of the New North Runway project, following the completion of a new communication duct. Due to delays with the coordination of the Bell South work, and concerns that the old cables could not be safely elevated, it was determined to proceed with the bypass duct bank and install the new communication lines first. The old cables could then be abandoned or removed without operational impact. In order to proceed with the drainage system installation, it was agreed that the Contractor would omit the area around the existing communication duct until the lines were abandoned. Then the Contractor would return and install the remaining drainage pipe and a manhole to connect the line. It was agreed to extend the contract time by 21 compensable days for this change to the work. All direct costs for the changes, including the manhole were paid via Allowance Account Work Orders. This item is for the Liquidated Indirect costs of \$1,000.00 per day.

**Item No. 4:** Revise the Contract Bid Quantity of Pay Item A, Item Numbers 1 through 54, per Attachment A to adjust for actual quantities installed.

**Justification:** Unforeseen or Unforeseeable Change

**Description:** Original quantities were based on the A/E's estimate from the contract drawings. Due to the bankruptcy of the original Engineer of Record, the project was delayed approximately eight (8) months. One result of the delay was that this contract time became concurrent with part of the New North Runway project. In order to mitigate the impacts of the utility delay on the Runway project, the utility project work scope was revised, especially for surface restoration work, to delete work that the Runway project was to remove, and otherwise to seek to reduce the contract time.

**Item No. 5:** Install 29 linear feet (L.F.) of filter fabric at the additional 96" RCP, for the agreed unit price of \$2.25/L.F.

**Justification:** Unforeseen or Unforeseeable Change

12

Project No. Z194J  
Change Order No. 2 (Final)  
Page 3 of 11

**MIAMI - DADE COUNTY  
CHANGE ORDER TO ORIGINAL CONTRACT**

**CHANGE ORDER NO. 2 - Final**

**PROJECT NO. Z194J**

**DATE: 5/05/03**

**PROJECT NAME: MIA Northside Utilities and Drainage Package IV-A (Airside)**

**TO CONTRACTOR: Marks Brothers, Inc.**

---

**Description:** At the start of construction of the storm drainage system, it was discovered that changes in the water table elevation could result in soil particles being wasted into the ballast rock at the 96" reinforced concrete pipe. To prevent this from causing settlement problems, Work Order 1-1 was issued to install filter fabric for the length of the pipe. The Work Order was issued for the original estimated quantity of pipe. This item increases the quantity to match the final quantity of pipe as adjusted in Item 4 above.

**Item No. 6:** Credit the Contract amount for back charges against the Contractor related to Testing Lab Costs paid by the Owner for failed or cancelled tests.

**Justification:** County Requested Change

**Description:** In accordance with the Contract Documents, the Owner is responsible for payment of a quality assurance Testing Laboratory. This item reimburses the Owner for expenses paid to the Laboratory resulting from failed tests or lost time due to delayed tests or requests for testing that were cancelled without sufficient time to redirect the Lab. A listing of the charges is shown in Attachment B.

**Item No. 7:** Credit the Contract amount for the unused portions of General Allowance Account Work Orders.

**Justification:** Unforeseen or Unforeseeable Change

**Description:** Several Work Orders were issued to compensate the Contractor for adjustments to original bid items or for force account work required during the construction period. The funding of the Work Orders exceeded the final cost of the work performed by the Contractor (see Attachment C). The remaining funds are being returned to the Owner.

**Item No. 8:** Credit the Contract amount for the unused portion of the General Allowance Account.

**Justification:** County Requested Change

**Description:** The General Allowance Account was established to fund changes in the work as required. The remaining funds are being returned to the Owner.

**Item No. 9:** Credit the Contract amount for the unused portion of the Audit Accounts.

**Justification:** County Requested Change

**Description:** Close-out Audit Accounts.

**RELEASE OF CLAIM**

In consideration of and conditional upon payment to Contractor by Miami Dade County (hereinafter "County"), of the final Contract Amount shown on the cover page, which amount includes the final Pay Estimate in this contract, the Contractor releases County, the Consulting Engineer, and their officers, employees and agents from, and waives and relinquishes any and all claims, disputes or causes of action it has or may have against the County, the Consulting Engineer, and their officers, employees and agents arising out of, or in connection with, the Change Order or the work performed or to be performed under the Contract Documents.

The Contractor accepts the Final Pay Estimate and the Final Contract Amount as full accord and satisfaction of all

**MIAMI - DADE COUNTY  
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO. 2 - Final

PROJECT NO. Z194J

DATE: 5/05/03

PROJECT NAME: MIA Northside Utilities and Drainage Package IV-A (Airside)

TO CONTRACTOR: Marks Brothers, Inc.

---

monies due it under or in connection with the Contract Documents and the work performed under the Contract Documents.

By accepting the work, County waives all claims against Contractor, except that County expressly reserves the right:

- 1) to require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents
- 2) to require the repair or replacement of latent defects in the work to the extent provided by Florida law
- 3) to perform audits and seek reimbursement of any overpayments discovered as a result of an audit, as provided in the Contract Documents;
- 4) to enforce those provisions of the Contract Documents which specifically provide that they survive the completion of the work; and
- 5) to enforce the terms of the Payment and Performance Bonds against Surety.

Contractor has read these provisions prior to executing the Final Change on the cover page of this document and understands its rights.

14

Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 23739

Certificate No. 1670848

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

G. W. Fitch, Gerald J. Arch, Michael A. Holmes, James F. Murphy, Michael Bonet, and Shawn A. Burton

Ft. Lauderdale

Florida

of the City of \_\_\_\_\_, State \_\_\_\_\_, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.


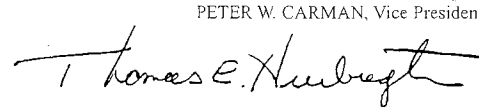
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 13<sup>th</sup> day of February, 2003.

Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland  
City of Baltimore

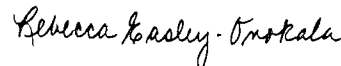
  
PETER W. CARMAN, Vice President  
  
THOMAS E. HUIBREGTSE, Assistant Secretary

On this 13<sup>th</sup> day of February, 2003, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

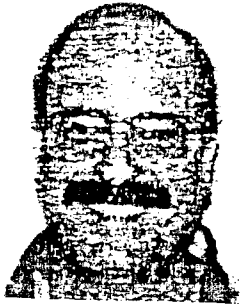
In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.





REBECCA EASLEY-ONOKALA, Notary Public



GAIL WALTER FITCH II  
267-90-6883

Life & Health  
Gen. Lines (Prop. & Cas. Ins.)

ISSUED: 06/20/91

A085148

A handwritten signature in dark ink, likely belonging to Gail Walter Fitch II, written over a horizontal line.



NORTHSIDE UTILITIES AND DRAINAGE, PKG. IV-A  
 MDOAD PROJECT NO. Z194J

ATTACHMENT A  
 CHANGE ORDER NO. 2 FINAL

FINAL QUANTITY ADJUSTMENT

PAY ITEM NO.	DESCRIPTION OF WORK	Units	Unit Price	Bid		Final		Change
				Qty	Current Amount	Qty	Final Amount	
1	Mobilization	L.S.	\$260,000.00	1	\$260,000.00	1	\$260,000.00	\$0.00
2	Temporary Air and Water Pollution, Soil	L.S.	\$10,311.19	1	\$10,311.19	1	\$10,311.19	\$0.00
3	Maintenance of Air Operations Area	L.S.	\$489,781.59	1	\$489,781.59	1	\$489,781.59	\$0.00
4	Clearing, Grubbing and Demolition	L.S.	\$366,047.30	1	\$366,047.30	1	\$366,047.30	\$0.00
5	Compacted subgrade (12" thick)	S.Y.	\$1.34	29,670	\$39,757.80	11,820	\$15,838.80	(\$23,919.00)
6	Stabilized Subgrade (8" thick)	S.Y.	\$1.55	2,280	\$3,534.00	0	\$0.00	(\$3,534.00)
7	Stabilized Subgrade (12" thick)	S.Y.	\$2.58	11,610	\$29,953.80	0	\$0.00	(\$29,953.80)
8	Stabilized Subgrade (18" thick)	S.Y.	\$3.82	15,780	\$60,279.60	11,820	\$45,152.40	(\$15,127.20)
9	Limerock Base Course (8" thick)	S.Y.	\$5.50	2,280	\$12,540.00	0	\$0.00	(\$12,540.00)
10	Limerock Base Course (12" thick)	S.Y.	\$9.30	11,610	\$107,973.00	0	\$0.00	(\$107,973.00)
11	Limerock Base Course (18" thick)	S.Y.	\$13.93	15,780	\$219,815.40	11,820	\$164,652.60	(\$55,162.80)
12	Bituminous Concrete (3/4" Nominal Max.	Ton	\$49.00	3,930	\$192,570.00	2,415	\$118,349.70	(\$74,220.30)
13	Portland Cement Concrete Pavement (15"	S.Y.	\$52.73	6,024	\$317,645.52	0	\$0.00	(\$317,645.52)
14	Buried Reinforced Concrete Slab (8" thick)	S.Y.	\$86.16	333	\$28,691.28	191	\$16,464.31	(\$12,226.97)
15	Bituminous Prime Coat	Gal.	\$3.10	5,934	\$18,395.40	1,312	\$4,067.20	(\$14,328.20)
16	Bituminous Tack Coat	Gal.	\$1.50	5,956	\$8,934.00	385	\$577.50	(\$8,356.50)
17	Bituminous Material - SST	Gal.	\$3.20	10,385	\$33,232.00	0	\$0.00	(\$33,232.00)
18	Aggregate - SST	Ton	\$32.00	195	\$6,240.00	0	\$0.00	(\$6,240.00)
19	16" D.I.P. Water Main (Class 53)	L.F.	\$56.26	4,542	\$255,532.92	4,542	\$255,532.92	\$0.00
20	6" Water Main Bypass	Ea.	\$8,808.78	1	\$8,808.78	1	\$8,808.78	\$0.00
21	12" Water Main Bypass	Ea.	\$51,957.00	3	\$155,871.00	2	\$103,914.00	(\$51,957.00)
22	16" Fire Protection Line Bypass	Ea.	\$46,522.89	1	\$46,522.89	1	\$46,522.89	\$0.00
23	10" Fire Protection Line Bypass	Ea.	\$29,220.44	1	\$29,220.44	1	\$29,220.44	\$0.00
24	16" Gate Valve	Ea.	\$3,400.81	17	\$57,813.77	17	\$57,813.77	\$0.00
25	16" Plug with Blow-off	Ea.	\$828.04	5	\$4,140.20	5	\$4,140.20	\$0.00
26	Air Release Valve	Ea.	\$560.55	6	\$3,363.30	6	\$3,363.30	\$0.00
27	Tie-in Existing 16" WM	Ea.	\$907.62	1	\$907.62	1	\$907.62	\$0.00
28	12" D.I.P. Force Main (Class 53)	L.F.	\$56.11	4,475	\$251,092.25	4,475	\$251,092.25	\$0.00
29	12" Gate Valve	Ea.	\$1,294.29	13	\$16,825.77	14	\$18,120.06	\$1,294.29
30	Air Release Valve	Ea.	\$591.11	10	\$5,911.10	10	\$5,911.10	\$0.00
31	12" Plug with Blow-off	Ea.	\$684.28	5	\$3,421.40	5	\$3,421.40	\$0.00
32	Tie-in Existing 12" FM	Ea.	\$843.59	1	\$843.59	1	\$843.59	\$0.00
33	42" RCP (Class V)	L.F.	\$568.78	24	\$13,650.72	24	\$13,650.72	\$0.00
34	48" RCP (Class V)	L.F.	\$361.71	94	\$34,000.74	94	\$34,000.74	\$0.00
35	60" RCP (Class V)	L.F.	\$332.14	330	\$109,606.20	320	\$106,284.80	\$0.00
36	96" RCP (Class V)	L.F.	\$507.71	4,875	\$2,475,086.25	4,904	\$2,489,809.84	\$14,723.59

2

NORTHSIDE UTILITIES AND DRAINAGE, PKG. IV-A  
MDAD PROJECT NO. Z194J

ATTACHMENT A  
CHANGE ORDER NO. 2 FINAL

FINAL QUANTITY ADJUSTMENT

PAY ITEM NO.	DESCRIPTION OF WORK	Units	Unit Price	Bid	Current	Final	Final	Change
				Qty	Amount	Qty	Amount	
37	Drainage Manhole (13' x 7')	Ea.	\$29,938.46	1	\$29,938.46	1	\$29,938.46	\$0.00
38	Drainage Manhole (15' x 7')	Ea.	\$32,007.57	1	\$32,007.57	1	\$32,007.57	\$0.00
39	Drainage Manhole (18' x 14')	Ea.	\$108,353.24	1	\$108,353.24	1	\$108,353.24	\$0.00
40	Manhole Riser	Ea.	\$6,230.07	12	\$74,760.84	3	\$18,690.21	(\$56,070.63)
41	Inlet Riser	Ea.	\$5,817.25	1	\$5,817.25	1	\$5,817.25	\$0.00
42	4 Way Manhole (Communication)	Ea.	\$28,342.78	12	\$340,113.36	12	\$340,113.36	\$0.00
43	2 Way Manhole (Electrical)	Ea.	\$15,569.90	13	\$202,408.70	13	\$202,408.70	\$0.00
44	Sodding	S.Y.	\$2.27	16,654	\$37,804.58	0	\$0.00	(\$37,804.58)
45	4W4 Inch Sch. 40 PVC Conduit in	L.F.	\$49.73	278	\$13,824.94	278	\$13,824.94	\$0.00
46	8W4 Inch Sch. 40 PVC Conduit in	L.F.	\$67.53	416	\$28,092.48	416	\$28,092.48	\$0.00
47	9W5 Inch Sch. 40 PVC Conduit in	L.F.	\$94.07	4,736	\$445,515.52	4,736	\$445,515.52	\$0.00
48	12W4 Inch Sch. 40 PVC Conduit in	L.F.	\$100.26	3,414	\$342,287.64	3,414	\$342,287.64	\$0.00
49	20W4 Inch Sch. 40 PVC Conduit in	L.F.	\$142.31	1,180	\$167,925.80	1,180	\$167,925.80	\$0.00
50	Tie-in to Existing Ductbanks or Manholes	S.Y.	\$280.00	4	\$1,120.00	4	\$1,120.00	\$0.00
51	Tie-in to Existing Ductbanks (Electrical)	Ea.	\$230.00	1	\$230.00	1	\$230.00	\$0.00
52	End Caps (Electrical)	Ea.	\$138.00	14	\$1,932.00	14	\$1,932.00	\$0.00
53	End Caps (Communication)	Ea.	\$170.00	13	\$2,210.00	13	\$2,210.00	\$0.00
54	Tree and Palm Transplanting	L.S.	\$3,850.00	1	\$3,850.00	1	\$3,350.00	(\$500.00)
TOTALS:					\$7,516,513.20		\$6,668,418.18	(\$848,095.02)

18

NORTHSIDE UTILITIES AND DRAINAGE, PACKAGE IV-A  
MDAD PROJECT NO. Z194L  
ATTACHMENT B

TESTING LAB BACKCHARGES

DATE	CAUSE	QTY	RATE	AMOUNT
4/23/01	Failed rebar placement inspection	4 hrs	\$40.00	\$160.00
5/3/01	Cancel precast inspection	4 hrs	\$30.00	\$120.00
6/21/01	Cancel concrete pour	3 hrs	\$37.50	\$112.50
7/6/01	Destroyed concrete cylinders	set	\$62.50	\$62.50
9/27/01	Failed soil compaction test #3	1 test	\$50.00	\$50.00
10/18/01	Stand by time for concrete testing	4 hrs	\$37.50	\$150.00
10/25/01	Cancel concrete pour	1.5 hrs	\$37.50	\$56.25
11/1/01	Stand by time for concrete testing	1 hr	\$37.50	\$37.50
2/1/02	Cancel concrete pour	1 hr	\$37.50	\$37.50
4/3/02	Failed soil compaction test #62	1 test	\$50.00	\$50.00
5/20/02	Cancel soil compaction test	2 test min	\$100.00	\$100.00
5/20/02	Cancel soil compaction test	2 test min	\$100.00	\$100.00
5/21/02	Cancel soil compaction test	2 test min	\$100.00	\$100.00
5/21/02	Cancel soil compaction test	2 test min	\$100.00	\$100.00
5/24/02	Cancel soil compaction test	2 test min	\$100.00	\$100.00
5/24/02	Cancel soil compaction test	2 test min	\$100.00	\$100.00
5/28/02	Cancel soil compaction test	2 test min	\$100.00	\$100.00
5/28/02	Cancel soil compaction test	2 test min	\$100.00	\$100.00
5/29/02	Failed soil compaction test #178 - 180	3 test	\$50.00	\$150.00
5/29/02	Failed soil compaction test #182 - 183	2 test	\$50.00	\$100.00
5/29/02	Failed soil compaction test #186	1 test	\$50.00	\$50.00
5/30/02	Cancel soil compaction test	2 test min	\$100.00	\$100.00
5/30/02	Cancel soil compaction test	2 test min	\$100.00	\$100.00
5/31/02	Cancel soil compaction test	2 test min	\$100.00	\$100.00
6/3/02	Cancel soil compaction test	2 test min	\$100.00	\$100.00
6/3/02	Failed soil compaction test #195 - 198	4 test	\$50.00	\$200.00
7/27/02	Failed soil compaction test #219 - 220	2 test	\$50.00	\$100.00
8/19/02	Failed soil compaction test #225	1 test	\$50.00	\$50.00
8/20/02	Failed soil compaction test #227	1 test	\$50.00	\$50.00
TOTAL				\$2,736.25

ATTACHMENT C  
CHANGE ORDER NO. 2 FINAL

WORK ORDER CLOSEOUT

Work Order No.	Subject	Original Quantity	Units	Original Rate	Work Order Issue Amount	Actual Quantity	Actual Rate	Final Work Order Amount	Change	Comment
WO 1 - 4	Floating Slab at Storm Drain Riser	13	ea.	\$1,800.00	\$23,400.00	4	\$1,800.00	\$7,200.00	(\$16,200.00)	Other units deleted from scope
WO 1 - 14	Install Sanitary By-pass Line	1	not to exceed	\$20,000.00	\$20,000.00	1	\$18,761.52	\$18,761.52	(\$1,238.48)	Force Account work; paid for actual cost
WO 1 - 16	Remove/Reinstall Remediation Piping	1	not to exceed	\$20,000.00	\$20,000.00	1	\$18,437.77	\$18,437.77	(\$1,562.23)	Force Account work; paid for actual cost
WO 1 - 17	Relocate Utilities In Conflict With 96" RCP	1	not to exceed	\$25,000.00	\$25,000.00	1	\$16,159.20	\$16,159.20	(\$8,840.80)	Force Account work; paid for actual cost
WO 1 - 19	Haul Contaminated Fill To Stockpile	1	not to exceed	\$75,000.00	\$75,000.00	1	\$63,145.43	\$63,145.43	(\$11,854.57)	Force Account work; paid for actual cost

TOTAL (\$39,696.08)

22